### **Mutual Logistic Support**

## **Implementing Arrangement USA-RKN-002**

### Concerning

## Use of EUSA Battle Simulation Systems and Services

#### **Between**

**Eighth United States Army** 

and

## Republic of Korea Navy

### **Article I - Authority**

This document is an Implementing Arrangement (IA) as contemplated by Article III, paragraph 2 and defined by Article II, paragraph b of the Mutual Logistics Support Agreement (MLSA) between the Government of the United States of America and the Government of the Republic of Korea dated 8 June 1988 as amended and is subject to all other provisions of that agreement.

### Article II - Purpose

The purpose of this IA is to establish policies and procedures for the use of EUSA battle simulation systems and services in support of PILSUNG Command Post Exercises (CPXs) for Republic of Korean Navy (ROKN). By applying the principles and methodology of command and control and fleet staff training utilizing the Research, Evaluation, and Systems Analysis (RESA) naval warfare computer-simulation model, training in ROKN fleets will be improved.

## Article III - Implementation Authority and Designation of Ordering Individuals

1. ROKN: Authority to place orders and receive support under this arrangement is

delegated to ROKN, Deputy Chief of Naval Intelligence and Operations (N-3). ROKN N-3 will appoint, in writing, those individuals authorized to initiate and accept orders under this IA.

- 2. <u>EUSA</u>: Authority to place orders and provide support under this arrangement is delegated to EUSA, Assistant Chief of Staff, G3. EUSA ACofS, G3 will appoint, in writing, those individuals authorized to initiate and accept orders under this IA.
- 3. Appointment letters will state that the authority is the US-ROK MLSA. Individuals delegated such authority shall be selected so as to have the necessary knowledge and experience to carry out authorized transactions in accordance with (IAW) applicable laws and regulations. Copies of all appointment letters will be provided to HQ EUSA, G4, ATTN: FKJ4-P-G, Unit #15236, APO AP 96205-0009 and HQ ROKN, ATTN: N-3 Operations Division, Taejon, Korea.
- 4. Appointed ordering officers are empowered to initiate and accept orders (i.e., to sign blocks 15 and 25 of the Mutual Logistic Support Order/Receipt, USFK Form 20EK, Annex A, hereafter referred to as MLS Order/Receipt).

#### **Article IV - General Terms and Conditions**

- 1. The parties understand that this arrangement will not be used as a normal or routine source (procuring or transferring) of logistic support, supplies and services for any and all goods and services reasonably available from US or ROK commercial sources or acquired from the US through foreign military sales procedures under the Arms Export Control Act.
- 2. The MLS Order/Receipt will be used to document support provided and received as outlined in this IA.
- 3. Equipment or services may not be re-transferred to a third Party (or agent thereof) unless approved in writing by a representative of the issuing government.
- 4. Each exercise will involve planning conferences, three days of gamer training, one day of communications and practice exercise, a three or four day exercise, and an after action review (AAR). Exercises will be conducted IAW an exercise schedule agreed upon by

the Parties. The location for each exercise will be agreed to by the Parties prior to completion of the MLS Order/Receipt.

### Article V - Specific Responsibilities

- 1. Request for battle simulation systems and services support will be initiated as follows:
  - a. ROKN will prepare a written request, to include a Mutual Logistic Support Order/Receipt (USFK FORM 209EK) completed IAW paragraph 1, Annex B. The MLS Order/Receipt will be used by the Parties to execute the transfer of services IAW the terms of this IA and conditions contained herein.
  - b. ROKN will forward the request to the Korea Battle Simulation Center (KBSC).
  - c. The KBSC will respond expeditiously to ROKN requests. If the requested support cannot be provided, the request will be returned to ROKN with a statement that the support cannot be provided. If the requested support can be provided, KBSC will make additional entries on the MLS Order/Receipt and return copies to ROKN in accordance with paragraph 2, of Annex B.
  - d. The procedures of approval for support requesting and for request accepting will be controlled by each nation's internal laws and regulations.
  - e. Information copies of all transactions will be forwarded to HQ EUSA, ATTN: FKJ4-P-G, UNIT #15236, APO AP 96205-0009.
  - f. Support commitments will be binding when blocks 15 and 25 of the MLS Order/Receipt are signed. If unforeseen difficulties preclude performance of support, ROKN will be notified without delay.
  - g. Any changes, supplementary requests, or additional items of support becoming necessary will be coordinated as soon as possible between ROKN and the KBSC. Such changes will be documented as a modification to the applicable MLS Order/Receipt prior to the providing of support.
- 2. KBSC will provide the following support:

- a. Simulation Controller: KBSC will provide the Simulator Controller to implement the Exercise Director's guidance in the RESA simulation model, operate simulation hardware and software in support of exercise objectives, and supervise KBSC personnel and facilities.
- b. Commander, Opposing Force (COMOPFOR): KBSC will provide the COMOPFOR to fight the Red side of the battle from the OPFOR Command Post.
- c. Instructor/Controllers (I/Cs): KBSC will provide I/Cs for each fleet CPX to train fleet personnel and OPFOR gamers in the operation of RESA workstations; provide controller and gamer supervision and continued training of gamers during the exercises; provide technical control information pertaining to hardware and software problems; and support the AAR process.
- d. Analysts: KBSC will provide subject area expert analysts to compile and process data and information from observers and other sources to prepare AARs and Reference Books.
- e. Installation and de-installation of RESA equipment.
- f. Generators: For exercises conducted at remote sites, KBSC will provide generators and a power distribution system for the simulation system.
- g. Computer paper and printer ribbons.
- h. Computer maintenance.
- i. Office copiers and maintenance. One copier will be provided for AAR use and one copier will be provided for Operations/Control use.
- j. Transportation, billeting, and feeding of KBSC personnel (exception is ROKN transportation support provided to support the AAR process).
- k. Transportation of RESA equipment.
- 1. Documents:
  - (1) KBSC will develop and publish appropriate planning documents for each

exercise. Direct coordination is authorized and encouraged throughout the planning and execution process.

- (2) The simulation control plan for each exercise will be developed by KBSC and distributed per established milestones.
- (3) Upon completion of each exercise, KBSC will provide the commander of the exercising unit a take home package consisting of an exercise reference book, a detailed package of lessons learned, and video tapes of the AARs.
- 3. ROKN will provide the following support:
  - a. Simulation centers: ROKN will furnish suitable facilities for use as temporary battle simulation centers at remote sites.
  - b. Exercise Director: The fleet commander, or his designated representative will be responsible for developing the scenario for each exercise. He will also be responsible for defining training objectives, preparing the exercise directive, conducting exercise planning meetings IAW published milestones, allocating resources, and directing the exercise.
  - c. AAR Facilitator: The AAR Facilitator will be responsible for leading the AAR and directing activities of exercise analysts and observers. He will actively participate in the AAR preparations.
  - d. Senior Observer: The Senior Observer will be responsible for assisting commanders in identifying unit strengths and weaknesses; assisting the AAR Facilitator by providing guidance and observations on assessment issues; and will participate in AAR discussions, as appropriate. He will be available ten days prior to STARTEX for a briefing on Senior Observer roles and relationships and will sign the approval document for the AAR concept following the briefing.
  - e. Gamers: Augmentees required to serve as fleet and OPFOR gamers will be provided by ROKN. Gamers will receive training prior to each exercise.
  - f. Personnel augmentation: Other personnel augmentation, including observers and security, required to support the exercises will be provided by ROKN. Specific

numbers of augmentees will be determined during the planning phase of each exercise.

g. Documents: ROKN, or designated representative, will develop and publish implementing exercise policies and directives.

#### h. Facilities:

- (1) ROKN will provide suitable facilities (large conference rooms) in which AARs will be conducted.
- (2) ROKN will provide facilities in which RESA will be installed. These facilities will comply with space requirements; will provide adequate lighting and filtered heating/cooling; will be equipped with partitions, tables, and chairs; and will be suitable for operation of computer equipment. Facility size as well as other requirements will be coordinated during initial planning conferences (IPCs).
- (3) ROKN will also provide classrooms for observer training.
- i. Unloading and loading of RESA equipment: ROKN will unload and load RESA equipment at exercise sites under supervision of KBSC personnel.
- j. Security: ROKN will provide physical security, 24-hours per day, at remote simulation facilities from the time RESA equipment arrives until it leaves the exercise site.
- k. Janitorial services: ROKN will provide janitorial services at remote simulation centers. Thorough cleaning of centers will be accomplished, a minimum of twice a day, using established procedures to minimize the amount of dust in the air.
- 1. Generator support: ROKN will provide trained generator operators 24-hours per day during training, exercise, and AAR preparation periods.
- m. Fuel: ROKN will provide fuel for KBSC generators and vehicles used at remote sites.
- n. Transportation: Commencing with the start of training and lasting until after the AAR, ROKN will provide one dedicated vehicle and driver 24-hours per day, to

support the KBSC contingent at the exercise site.

- o. Training supplies for AAR augmentation: ROKN will provide necessary supplies (note books, paper, pens, markers, tape, etc.) to enable all augmentees involved in the AAR process to perform duties during both training and the exercise. Required supplies will be coordinated during planning conferences.
- p. During exercises conducted at remote locations, ROKN will provide paper for office copiers.
- q. Classified waste: ROKN will dispose of classified waste at all sites.

### Article VI - Funding and Reimbursement

- 1. Reimbursement: The exchange rate will be the basic rate as of the date that the Republic of Korea Government (ROKG) provides reimbursement.
  - a. ROKN will reimburse EUSA an amount determined, in US dollars, by the Parties at the time the MLS Order/Receipt Form (USFK FORM 209EK) is prepared for each exercise. EUSA will accept reimbursement in US dollars, or its equivalent in Korean Won, on the date that the ROKG provides reimbursement.
  - b. The EUSA collecting office is Centralized Pay & Accounting, 175th Theater Finance Command, Unit #15300, ATTN: EAFC-CPA-AOO, APO AP 96205-0073.
  - c. The ROKN paying office is the Accounting Office, Financial Management Division, ROKN Central Financial Corps, Seoul, Korea.
  - d. Orders will not be initiated by either Party unless funds are available.
  - e. Any transfer may not exceed current fiscal year (FY) ceiling authorization of either Party.

### 2. MLS Order/Receipt Form:

a. The method of payment (CASH) will be indicated by ROKN and agreed to by KBSC by completing block 16 of the MLS Order/Receipt Form prior to the

execution of the transaction(s).

- b. KBSC will provide invoices and attached copies of completed MLS Order/Receipt forms to the organization and address cited in block 20.
- c. KBSC will indicate the proper collection office in block 19. The ROKN paying office will make payment within 30 days upon receipt of the invoice with attached MLS Order/Receipt Form made payable to the organization/account stated in the invoice in US dollars or its equivalent in Korean Won.
- 3. Pricing will be IAW Article III, paragraph 4 of the US-ROK MLSA.
- 4. Article IV (Excluded Charges) of the US-ROK MLSA will apply to this IA.
- 5. Both Parties will maintain records of all transactions.

### Article VII - Disagreements

- 1. Executive Agents:
  - a. The executive agent for HQ EUSA for all matters affecting the terms and conditions of this IA will be the EUSA ACofS, G3.
  - b. The executive agent for HQ ROKN for all matters affecting the terms and conditions of this IA will be the ROKN N-3.
- 2. Under Article V, paragraph 1 of the US-ROK MLSA, the Parties agree to make a good faith effort to resolve any disagreements between them with respect to the interpretation or application of this IA. Resolution will be by negotiation and will not be referred to an international tribunal or third Party for settlement.
- 3. Matters not addressed in this IA will be resolved through appropriate channels.

### Article VIII - Language

This IA is executed in two originals in the English language and two originals in the Korean language, each text being equally authentic.

### Article IX - Entry in Force, Amendments, Termination

- 1. This IA enters into force when signed by representatives of ROKN and EUSA and will remain in force until terminated, by mutual agreement or by either party giving 30 days advance notice in writing to the other party.
- 2. This IA may be amended or revised at any time by mutual written consent of both Parties hereto.
- 3. Should this IA be terminated in whole or part, EUSA ACofS, G3 will provide ROKN N-3 a detailed bill reflecting costs incurred or to be incurred as a result of this termination. Reconciliation will occur IAW Article V, paragraph 1 of the US -ROK MLSA.

#### Four Annexes:

- A Mutual Logistic Support Order/Receipt Form (with Instructions).
- B Procedures for Executing and Ordering Using the Mutual Logistic Support Order/Receipt Form.
- C Limitations on the Scope of Mutual Logistics Support.
- D Definitions

### FOR EIGHTH UNITED STATES ARMY:

Deputy Chief of Naval Intelligence

Headquarters, Republic of Korea Navy

KIM, CHUL-WOONG

and Operations, N-3

Rear Admiral, ROK Navy

FOR REPUBLIC OF KOREA NAVY:

Major General, US Army Assistant Chief of Staff, G3

Headquarters, Eighth United States Army

Date: 96.12.4 Taejon, Korea

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## **Mutual Logistics Support Order/Receipt Form (With Instructions)**

### **EXPLANATION OF ENTRIES**

1. Request Number: Inserted by supplier (KBSC).

2. Date of Request: Self-explanatory

3. From: Person/unit submitting request (ROKN).

4. To: Self-explanatory.

5. Implementing Arrangement Number: USA-RKN-002.

6a. Fund Cite: To be determined.

6b. Requested Delivery Date: Beginning date of services.

7. Stock Number: Leave blank.

8. Description: Battle simulation systems and services for (exercise

name).

9. Units: Each.

10. Quantify Requested: Self-explanatory.

11. Quantify Delivered: One.

12. Unit Price: If a firm price cannot be established, a price should

be indicated by using NTE (not to exceed) after the price in blocks 12, 13, and 18. The NTE amount is the maximum limit of liability (ceiling price) for the

receiving Party.

13. Total Unit Cost: Per item.

14. Issuing Individual: Official of supplying nation who issues/provides the

service.

15. Authorizing Officer: Official who has authority to requisition services.

16. Method of Payment: Cash.

17. Schedule for RIK/Exchange: Leave blank.

18. Total Amount Claimed: Total of all services in the currency of supplying

nation.

19. Payable to: Centralized Pay & Accounting, 175th Finance

Command, Unit #15300, ATTN: EAFC-CPA-

AOG, APO AP 96205-0073.

20. To Be Forwarded To: ROKN Central Financial Corps, Financial

Management Division, Seoul, Korea

21. Liability Limitation: If a cost is not known, this is the NTE amount.

22. Received, Inspected, and Accepted: Individual authorized by the receiving nation to

accept services.

23. Place of Delivery: Location and unit where services were received.

24. Remarks/Transaction Codes: Exercise name. Codes are for US Army use only.

25. Authorized Receiving Officer: Official of receiving nation who authorized the

transaction.

<u>Distribution of Forms</u>: Each Party will distribute copies of the completed MLS Order/Receipt Form IAW internal procedures and Article V of this IA. Minimum distribution requirements are:

a. One copy will be forwarded to the supplying Party (KBSC).

b. One copy will be returned to the requesting Party (ROKN).

c. One copy will be forwarded to HQ USFK, J4, ATTN: FKJ4-P-G, Unit #15236, APO AP 96205-0010.

d. One copy will be forwarded to HQ ROKN, N4, Planning and Operations Division, Taejon, Korea.

## PROCEDURES FOR EXECUTING AN ORDER USING THE MUTUAL LOGISTICS SUPPORT ORDER/RECEIPT (USFK FORM 209EK)

- 1. The Party requesting logistics support (ROKN) will initiate a transaction under this IA by completing the following blocks: 2-4; 5 (enter USA-RKN-002); 6a (if applicable under the Party's internal procedures); 6b-10; 12 (if known); 15; 16 (cash); 20; and 24 (exercise name).
- 2. If the requested support can be provided, the Party in receipt of the request (KBSC) will complete the following blocks: 1; 12 (if not already done/verify); 16 (agree); 18; 19-20 (if not completed by the requesting Party); and 25.
- 3. At the time the logistics support is provided:
  - a. The providing Party will complete the following blocks: 11; 13; 14; 17; 18; and 23.
  - b. The receiving Party will complete block 22.
- 4. Each Party will receive a sufficient number of completed copies of the MLS Order/Receipt Form to satisfy internal requirements.
- 5. Each Party will distribute copies of the completed MLS Order/Receipt Form IAW internal procedures and Article V of this IA. Minimum distribution requirements are:
  - a. One copy will be forwarded to the providing Party.
  - b. One copy will be forwarded to the initiating Party.
- c. One copy will be forwarded to HQ, USFK, J4, ATTN: FKJ4-P-G, Unit #15237, APO AP 96205-0010.
- d. One copy will be forwarded to HQ, ROKN, N4, Planning and Operations Division, Taejon, Korea.

### Limitations On The Scope Of Mutual Logistics Support

- 1. The following items may not be acquired or transferred by the US under the Mutual Logistics Support Agreement:
  - a. Weapon systems.
  - b. Major items of equipment.
- c. The initial quantities of replacement parts and spares for major items of organizational equipment covered by tables of organization and equipment, tables of distribution and allowance, or equivalent documents.
  - d. Cooperative airlift.
  - e Guided missiles.
  - f. Naval mines and torpedoes.
- g. Nuclear ammunition and associated items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition.
  - h. Cartridges and propellant-actuated devices.
  - I. Chaff and chaff dispensers.
  - j. Guidance kits for bombs or other ammunition.
  - k. Chemical ammunition, other than riot control.
- 2. There is also a not to exceed value set on end items as defined under the Trade Agreements Act of 1979. The value of the date this IA was signed was \$172,000.
- 3. Other specific items may be excluded from acquisition or transfer by US or ROK law, directive, or policy.

#### **Definitions**

EUSA: Eighth United States Army.

General Implementing Arrangement: Type of arrangement that is characterized by the use of orders to identify and define requirements and cost data.

**KBSC:** Korea Battle Simulation Center.

**Logistics Support:** Food, billeting, transportation (except airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto less major construction), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and air and seaport services.

**Reimbursable Transaction:** Payment in cash required for logistics support, supplies, or services provided.

**Replacement-in-Kind:** The transfer of supplies or services in return for supplies or services of and identical or substantially identical nature within the specified time constraints, not to exceed one year.

**ROK MND:** Republic of Korea, Ministry of National Defense.

**ROKN:** Republic of Korea Navy.

USFK: United States Forces, Korea.